

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300927

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION	FORMERLY successor in interest to Wilmington Trust FSB	04/09/2014	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Allied Tube & Conduit Corporation
Street Address:	16100 S. Lathrop Avenue
City:	Harvey
State/Country:	ILLINOIS
Postal Code:	60426
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1304677	50 55
Registration Number:	3625519	60/75
Registration Number:	3645509	ABF
Registration Number:	2472146	AICKINGRATE
Registration Number:	1606445	AICKINSTRUT
Registration Number:	1350298	
Registration Number:	3394192	ALLIED TUBE & CONDUIT
Registration Number:	1755162	BLT
Registration Number:	2485930	CAT TRAY
Registration Number:	2460247	CENTIPEDE
Registration Number:	3817525	COPE
Registration Number:	3817526	COPE
Registration Number:	2410372	DETAINER HOOK
Registration Number:	1681099	DYNA-FLOW
Registration Number:	1688940	DYNA-THREAD
Registration Number:	1657191	E-Z PULL
Registration Number:	2089626	FABLOK
Registration Number:	2887776	FIRE ALARM
Registration Number:	3307052	FLO 90

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	862614	FLO-COAT
Registration Number:	3301319	FLO-FORM
Registration Number:	1378808	GATORSHIELD
Registration Number:	1398231	GATORSHIELD
Registration Number:	1411050	INSTABARRIER
Registration Number:	2537549	KWIK-COUPLE
Registration Number:	2749843	KWIK-FIT
Registration Number:	1291828	MAZE
Registration Number:	0934686	PAL JOEY
Registration Number:	1370880	POWER-STRUT
Registration Number:	3381584	QWIK-COAT
Registration Number:	1465136	QWIK-PUNCH
Registration Number:	1035183	RAZOR-RIBBON
Registration Number:	3273079	RAZOR STRAND
Registration Number:	1565430	SILENT SWORDSMAN
Registration Number:	1436068	SQUARE-FIT
Registration Number:	3397277	SS 15
Registration Number:	1079686	SS 20
Registration Number:	3180539	SS 30
Registration Number:	3350772	SS 40
Registration Number:	3339996	STUDCO
Registration Number:	1760997	SUPER 40
Registration Number:	1959487	SUPER FLO
Registration Number:	2089604	TECTRON
Registration Number:	3725505	T TECTRONTUBE
Registration Number:	3505917	
Registration Number:	904149	TOPGRIP NUT
Registration Number:	2844584	XL

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Steven Keslowitz, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 24079-1203

TRADEMARK

REEL: 005258 FRAME: 0554

NAME OF SUBMITTER:	Steven Keslowitz
SIGNATURE:	/Steven Keslowitz/
DATE SIGNED:	04/09/2014
Total Attachments: 5 source=Term Release Trademarks Allied Tube Conduit Corp_executed#page1.tif source=Term Release Trademarks Allied Tube Conduit Corp_executed#page2.tif source=Term Release Trademarks Allied Tube Conduit Corp_executed#page3.tif source=Term Release Trademarks Allied Tube Conduit Corp_executed#page4.tif source=Term Release Trademarks Allied Tube Conduit Corp_executed#page5.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of April 9, 2014, from WILMINGTON TRUST, NATIONAL ASSOCIATION, successor in interest to Wilmington Trust FSB, having a place of business at 246 Goose Lane, Suite 105, Guilford, Connecticut 06347, as Note Collateral Agent (the "Agent") under certain of the Note Documents for the Secured Parties, to ALLIED TUBE & CONDUIT CORPORATION, a Delaware corporation having a principal place of business at 16100 S. Lathrop Avenue, Harvey, Illinois 60426 (the "Grantor").

Capitalized terms used herein without definition are used as defined in the Indenture, dated as of December 22, 2010 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Indenture") among the Company, the Note Guarantors, the Trustee and Agent, or the Collateral Agreement, dated as of December 22, 2010 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Note Collateral Agreement") among Holdings, the Company, certain of their subsidiaries and the Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Note Collateral Agreement made by the Grantor in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademarks (as hereinafter defined); and

WHEREAS, the Note Notice and Confirmation of Grant of Security Interest in Trademarks was recorded in the Trademark Division of the United States Patent and Trademark Office on December 29, 2010, at Reel 4439, Frame 0662; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Note Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark

and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant of a security interest in an intent to use application would invalidate or otherwise jeopardize Grantor’s rights therein), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I hereto, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

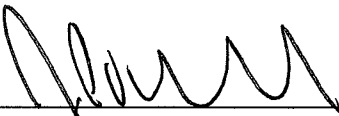
3. Further Assurances: The Agent and, if necessary, the Trustee shall, at the Grantor’s expense, execute, deliver or acknowledge such instruments or releases to evidence and shall do or cause to be done all other acts reasonably necessary to effect, in each case, as soon as is reasonably practicable, the release of any Collateral permitted to be released pursuant to the Indenture.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST,
NATIONAL ASSOCIATION
(successor by merger to WILMINGTON
TRUST FSB),
as Agent

By: 
Name: Joseph P. O'Donnell
Title: Authorized Officer

SCHEDULE I

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date	Renewal
50 55 Stylized	Registered	73378127	04-Aug-82	1304677	13-Nov-84	13-Nov-14
60/75	Registered	77427919	20-Mar-08	3625519	26-May-09	26-May-19
ABF	Registered	77320979	05-Nov-07	3645509	30-Jun-09	30-Jun-19
AICKINGRATE	Registered	75691810	26-Apr-99	2472146	24-Jul-01	24-Jul-11
AICKINSTRUT	Registered	74000932	16-Nov-89	1606445	17-Jul-90	17-Jul-20
Allied Circle-Triangle Logo	Registered	73489964	16-Jul-84	1350298	23-Jul-85	23-Jul-15
ALLIED TUBE & CONDUIT	Registered	77111074	20-Feb-07	3394192	11-Mar-08	11-Mar-18
BLT	Registered	74294039	14-Jul-92	1755162	02-Mar-93	02-Mar-13
CAT TRAY	Registered	75761834	27-Jul-99	2485930	04-Sep-01	04-Sep-11
CENTIPEDE	Registered	75690894	26-Apr-99	2460247	12-Jun-01	12-Jun-11
COPE	Registered	77879408	24-Nov-09	3817525	13-Jul-10	13-Jul-20
COPE	Registered	77879409	24-Nov-09	3817526	13-Jul-10	13-Jul-20
DETAINDER HOOK	Registered	75788947	31-Aug-99	2410372	05-Dec-00	05-Dec-20
DYNA-FLOW	Registered	74085583	06-Aug-90	1681099	31-Mar-92	31-Mar-12
DYNA-THREAD	Registered	74160560	25-Apr-91	1688940	26-May-92	26-May-12
E-Z PULL	Registered	73790786	03-Apr-89	1657191	17-Sep-91	17-Sep-11
FABLOK	Registered	74665513	25-Apr-95	2089626	19-Aug-97	19-Aug-17
FIRE ALARM	Registered	78226542	17-Mar-03	2887776	21-Sep-04	21-Sep-14
FLO 90	Registered	78900348	05-Jun-06	3307052	09-Oct-07	09-Oct-17
FLO-COAT	Registered	72285181	20-Nov-67	862614	31-Dec-68	31-Dec-18
FLO-FORM	Registered	77088064	22-Jan-07	3301319	02-Oct-07	02-Oct-17
GATORSHIELD	Registered	73522625	19-Feb-85	1378808	21-Jan-86	21-Jan-16
GATORSHIELD and Design	Registered	73528737	25-Mar-85	1398231	24-Jun-86	24-Jun-16
INSTABARRIER	Registered	73582757	14-Feb-86	1411050	30-Sep-86	30-Sep-16
KWIK-COUPLE	Registered	75536075	17-Aug-98	2537549	12-Feb-02	12-Feb-12
KWIK-FIT	Registered	76422464	18-Jun-02	2749843	12-Aug-03	12-Aug-13
MAZE	Registered	73433077	05-Jul-83	1291828	28-Aug-84	28-Aug-14
PAL JOEY	Registered	72361957	08-Jun-70	0934686	23-May-72	23-May-12
POWER-STRUT	Registered	73527529	18-Mar-85	1370880	19-Nov-85	19-Nov-15
QWIK-COAT	Registered	77228132	12-Jul-07	3381584	12-Feb-08	12-Feb-18
QWIK-PUNCH	Registered	73630384	04-Nov-86	1465136	17-Nov-87	17-Nov-17
RAZOR-RIBBON	Registered	73040056	20-Dec-74	1035183	09-Mar-76	09-Mar-16
RAZOR-STRAND	Registered	78931472	18-Jul-06	3273079	31-Jul-07	31-Jul-17
SILENT SWORDSMAN	Registered	73693161	02-Nov-87	1565430	14-Nov-89	14-Nov-19
SQUARE-FIT	Registered	73601050	27-May-86	1436068	07-Apr-87	07-Apr-17
SS 15	Registered	77088141	22-Jan-07	3397277	18-Mar-08	18-Mar-18
SS 20	Registered	73123531	21-Apr-77	1079686	20-Dec-77	20-Dec-17
SS 30	Registered	78784563	04-Jan-06	3180539	05-Dec-06	05-Dec-16
SS 40	Registered	77007268	26-Sep-06	3350772	11-Dec-07	11-Dec-17
STUDCO	Registered	78961656	28-Aug-06	3339996	20-Nov-07	20-Nov-17
SUPER 40	Registered	74295655	20-Jul-92	1760997	30-Mar-93	30-Mar-13

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
SUPER FLO	Registered	74242921	03-Feb-92	1959487	05-Mar-96	05-Mar-16
TECTRON	Registered	74650382	22-Mar-95	2089604	19-Aug-97	19-Aug-17
TECTRON TUBE & design	Registered	77743858	25-May-09	3725505	15-Dec-09	15-Dec-19
THE ANGLED LINE Logo	Registered	77112619	21-Feb-07	3505917	23-Sep-08	23-Sep-18
TOPGRIP NUT	Registered	72343890	18-Nov-69	904149	15-Dec-70	15-Dec-20
XL	Registered	76526337	27-Jun-03	2844584	25-May-04	25-May-14